

Invoice

OLD WHITE CHARITIES
300 WEST MAIN STREET
WHITE SULPHUR SPRINGS, WV 24986
(304) 536-1110

Invoice Number: 0000035-IN

Invoice Date: 3/26/2015

Salesperson: 0001

Tax Schedule: DEFAULT

State of West Virginia

Customer Number: 00-0000076

Customer P.O.:

Ship VIA:

Terms: Due upon receipt

Contact:

Item Code	Description	UM	Quantity	Price	Amount
6	Presenting Partners				500,000.00
	The Greenbrier Classic/Presenting Partners				

Net Invoice:	500,000.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	500,000.00

Invoice

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WHITE SULPHUR SPRINGS, WV 24986
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Net Invoice:	500,000.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	500,000.00

Paid Checks

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Bank Account : 0001 Document Code :
Check / EFT Number : Doc Dept : 0304
Check / EFT Amount : Document ID : AUTO1501037161
Record Date : Cleared Date :
Last Action Date : Status :

<u>Bank Account</u>	<u>Check / EFT Number</u>	<u>Check / EFT Amount</u>	<u>Document ID</u>	<u>Status</u>	<u>Cleared Date</u>	<u>Cancellation Reason</u>	<u>Comments</u>	<u>Trace Number</u>
✓ 0001	000001000983981	\$500,000.00	AUTO1501037161	Paid	06/09/2015			290472998

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OLD WHITE CHARITIES, INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	12/29/2009		12/29/2009	Domestic	Non-Profit			

Organization Information			
Business Purpose		Capital Stock	
Charter County	Greenbrier	Control Number	99HXQ
Charter State	WV	Excess Acres	
At Will Term		Member Managed	
At Will Term Years		Par Value	
Authorized Shares			

Addresses	
Type	Address
Local Office Address	300 W. MAIN STREET ATT: CHARLES A. HENTHORN WHITE SULPHUR SPRINGS, WV, 24986
Mailing Address	300 W. MAIN ST. ATT: CHARLES A. HENTHORN WHITE SULPHUR SPRINGS, WV, 24986 USA
Notice of Process Address	CT CORPORATION SYSTEM 5400 D BIG TYLER ROAD CHARLESTON, WV, 25313
Principal Office Address	300 W. MAIN STREET WHITE SULPHUR SPRINGS, WV, 24986 USA
Type	Address

Officers	
Type	Name/Address
Director	JAMES C. JUSTICE II 300 W. MAIN STREET WHITE SULPHUR SPRINGS, WV, 24986
Director	JAMES C. JUSTICE III 302 S. JEFFERSON ST. ROANOKE, VA, 24011
Incorporator	JOHN F. ALLEVATO SPILMAN THOMAS & BATTLE, PLLC P.O. BOX 273, 300 KANAWHA BLVD. EAST CHARLESTON, WV, 25321 USA
President	JAMES C. JUSTICE, II 300 W. MAIN STREET SHITE SULPHUR SPRINGS, WV, 24986
Secretary	CATHY L. JUSTICE 300 W. MAIN STREET WHITE SULPHUR SPRINGS, WV, 24986
Treasurer	JAMES C. JUSTICE, III 302 S. JEFFERSON ST. ROANOKE, VA, 24011
Vice-President	

CATHY L. JUSTICE 300 W. MAIN STREET WHITE SULPHUR SPRINGS, WV, 24986	
Type	Name/Address

Annual Reports

Date	Filed For
10/23/2014	2015
4/16/2013	2014
6/19/2012	2013
2/22/2011	2012
10/29/2010	2011
Date	Filed For

For more information, please contact the Secretary of State's Office at 304-558-8000.

Wednesday, April 1, 2015 — 10:59 AM

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TOURNAMENT INFO

TOURNAMENT INFO

THANK YOU to the hundreds of thousands of spectators, sponsors and volunteers that graced the paths of The Old White TPC during the 2014 Greenbrier Classic. Without your dedication and support The Greenbrier Classic would not be the *Event of the Summer* on the PGA TOUR.

Ángel Cabrera made his first appearance at The Greenbrier Classic and ended up winning for the first time since the 2009 Masters with a final round score of 64. Nestled in the Allegheny Mountains, The Old White TPC, which he blistered for a winning total of 16 under, reminded Cabrera of the Sierras Chicas, or the "little mountains," back home in Cordoba where he learned the game.

Cabrera was solid off the tee, precise with his irons and deadly with the putter all week on the C.B. McDonald gem. When asked about his week, Cabrera said "this was a great opportunity -- The truth of the matter is I just had a great week, and I've just been working very hard to get to this moment, and I'm very, very happy".

The official PGA TOUR FedEx Cup event will return to The Greenbrier's Old White TPC Course on June 29 - July 5, 2015 with a field of 156 PGA TOUR professionals competing for a \$6.7 million purse. We will be honored to welcome back the players and fans of the PGA TOUR to The Greenbrier Classic.

Join us next year for what promises to be another spectacular event combining great golf and incredible concerts, it's the most anticipated stop on the PGA TOUR and the summer's hottest ticket. Once again we will celebrate America's Birthday on The Fourth of July at America's Resort, The Greenbrier.

PRESENTING PARTNERS



SEARCH

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Davis, Georgina L

From: Butcher, Loarie H
Sent: Wednesday, April 08, 2015 9:33 AM
To: Davis, Georgina L
Subject: FW: State of WV Invoice
Attachments: State of WV Invoice 2015 \$500,000.pdf; ATT00001.htm

Attached is the Greenbrier invoice. Please put on your calendar to start the process to pay this invoice first of June, maybe even end of May since we had so many issues the last time. I think it looks ok. Let me know if you see any issues.

Thank You.

Loarie

?

is this for
this year
2016

Invoice

OLD WHITE CHARITIES
THE GREENBRIER CLASSIC
300 WEST MAIN STREET
WHITE SULPHUR SPRINGS, WV 24986
(304) 536-1110

Invoice Number: 0000202-IN

Invoice Date: 9/15/2015

Salesperson: 0001

Tax Schedule: DEFAULT

State of West Virginia

Customer Number: 00-0000076

Customer P.O.:

Ship VIA:

Contact:

Terms: No Terms

Item Code	Description	UM	Quantity	Price	Amount
11	Custom Package State of WV - 2015 Gbr Classic Sponsorship				930,000.00

update

Net Invoice:	930,000.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	930,000.00

State of West Virginia
Purchasing Division

AGREEMENT

Purchase Order # TOR4981WVFIMS Account # 3067-2016-7511-61800

TEAM Vendor # _____

WVFIMS Vendor # 000000166506 Oasis #

I, Old White Charities, Inc., 300 W Main Street, White Sulphur Springs, WV, agree to perform the following services
for WV Division of Tourism at 90 MacCorkle Avenue, SW, So Chas, WV
(Agency) (Name and address) (Location)

(Detailed description of services to be performed)
Presenting Partner Sponsorship of The Greenbrier Classic Golf Tournament.

Date(s) of Service: from June 1, 2015 to October 15, 2015

The rate of pay shall be \$930,000.00 per N/A not to exceed
\$ N/A for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- ☒ I am not currently a full-time employee of the State of West Virginia;
☐ I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____. The vendor serves as _____ (Position) with the title of _____, certified by _____ (Supervisor's Signature).

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:

Agency West Virginia Division of Tourism

[Signature]
(Signature of Agency)
8/28/15
(Date)

Vendor Old White Charities, Inc.
[Signature]
(Vendor's Signature)
27-1569963
(Social Security or EIN)
9-27-2015
(Date)

State of West Virginia
Purchasing Division
AGREEMENT

Purchase Order # TOR4981WVFIMS Account # 3067-2016-7511-61800

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WVFIMS Vendor # 000000166506 Oasis #

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(Position) (Supervisor's Signature)

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APPROVED BY:Agency West Virginia Division of Tourism

Vendor _____

(Authorized Signature of Agency)(Vendor's Signature)(Title)(Social Security or FEIN)(Date)(Date)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: De White Charities, Inc.

Authorized Signature: [Signature] Date: 4-9-2015

State of West Virginia

County of Greenbrier, to-wit:

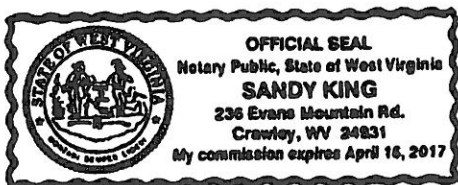
Taken, subscribed, and sworn to before me this 9 day of April, 2015.

My Commission expires April 16, 2017.

AFFIX SEAL HERE


NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/01/2012)



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Bank Account : 0001 Document Code :
Check / EFT Number : Doc Dept : 0304
Check / EFT Amount : Document ID : AUTO1600221534
Record Date : Cleared Date :
Last Action Date : Status : 

<u>Bank Account</u>	<u>Check / EFT Number</u>	<u>Check / EFT Amount</u>	<u>Document ID</u>	<u>Status</u>	<u>Cleared Date</u>	<u>Cancellation Reason</u>	<u>Comments</u>	<u>Trace Number</u>
✓ 0001	000001001257928	\$930,000.00	AUTO1600221534	Paid	09/23/2015			290893887

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TOURNAMENT INFO

TOURNAMENT INFO

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Join us next year for what promises to be another spectacular event combining great golf and incredible concerts, it's the most anticipated stop on the PGA TOUR and the summer's hottest ticket. Once again we will celebrate America's Birthday on The Fourth of July at America's Resort, The Greenbrier.

PRESENTING PARTNERS



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OLD WHITE CHARITIES, INC.

Organization Information							
Org Type	Effective Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	12/29/2009	12/29/2009	Domestic	Non-Profit			

Organization Information			
Business Purpose		Capital Stock	
Charter County	Greenbrier	Control Number	99HXQ
Charter State	WV	Excess Acres	
At Will Term		Member Managed	
At Will Term Years		Par Value	
Authorized Shares			

Addresses	
Type	Address
Local Office Address	818 N. EISENHOWER DRIVE BECKLEY, WV, 25801
Mailing Address	300 W. MAIN ST. WHITE SULPHUR SPRINGS, WV, 24986 USA
Notice of Process Address	CT CORPORATION SYSTEM 5400 D BIG TYLER ROAD CHARLESTON, WV, 25313
Principal Office Address	300 W. MAIN STREET WHITE SULPHUR SPRINGS, WV, 24986 USA
Type	Address

Officers	
Type	Name/Address
Director	JAMES C. JUSTICE II 106 LOCKHEED DR. BEAVER, WV, 25813
Director	JAMES C. JUSTICE III 106 LOCKHEED DR. BEAVER, WV, 25813
Incorporator	JOHN F. ALLEVATO SPILMAN THOMAS & BATTLE, PLLC P.O. BOX 273, 300 KANAWHA BLVD. EAST CHARLESTON, WV, 25321 USA
President	JAMES C. JUSTICE, II PO BOX 2178 BEAVER, WV, 25813
Secretary	CATHY L. JUSTICE PO BOX 2178 BEAVER, WV, 25813
Treasurer	JAMES C. JUSTICE, III PO BOX 2178 BEAVER, WV, 25813
Vice-President	CATHY L. JUSTICE PO BOX 2178 BEAVER, WV, 25813

Type	Name/Address
------	--------------

Annual Reports	
Date	Filed For
4/16/2013	2014
6/19/2012	2013
2/22/2011	2012
10/29/2010	2011
Date	Filed For

For more information, please contact the Secretary of State's Office at 304-558-6000.

Thursday, June 5, 2014 — 11:11 AM

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Butcher, Loarie H

From: Davis, Georgina L
Sent: Wednesday, August 19, 2015 12:22 PM
To: Butcher, Loarie H
Subject: Old White Charities - Final Payment WV-48
Attachments: TOR4981 Old White Charities WV48 final payment.pdf

Here is the 48 for the final payment...

Georgie

Georgina Davis | Administration

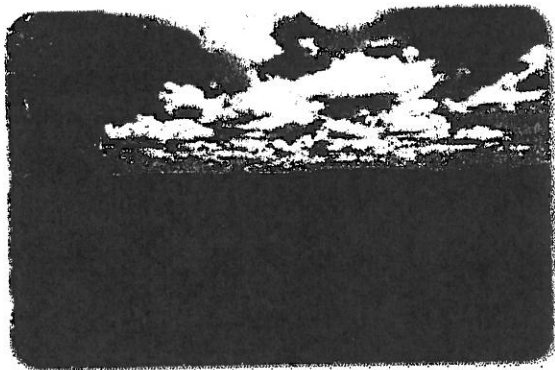
Wild, Wonderful West Virginia

90 MacCorkle Avenue, SW | South Charleston, WV 25303

#GoToWV | (304) 957-9339

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Davis, Georgina L

old white charities

From: Butcher, Loarie H
Sent: Friday, August 21, 2015 6:05 AM
To: Davis, Georgina L
Subject: Re: Old White Charities - Final Payment WV-48

Let me go back and check, it was a blank form what I saw?

Sent from my iPad

On Aug 20, 2015, at 7:34 AM, "Davis, Georgina L" <Georgina.L.Davis@wv.gov> wrote:

Was there something wrong with the 48? I pulled up the old one and changed the \$ amount to 930,000.....that was the only thing I changed besides the fiscal year in the acct structure...do you need something else done?

Sent from my iPad

On Aug 19, 2015, at 11:11 PM, Butcher, Loarie H <Loarie.H.Butcher@wv.gov> wrote:

Georgie, can you fill this out for me with the same information that was on the last one, just change the amount? Thank You. You can out in my box and I will look over next week.

Sent from my iPad

On Aug 19, 2015, at 12:22 PM, "Davis, Georgina L" <Georgina.L.Davis@wv.gov> wrote:

Here is the 48 for the final payment...

Georgie

Georgina Davis | Administration

Wild, Wonderful West Virginia

90 MacCorkle Avenue, SW | South Charleston, WV 25303

#GoToWV | (304) 957-9339

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TELEPHONE (304) 536-1110
FACSIMILE (304) 536-7854
<http://www.greenbrier.com>

The
Greenbrier®
300 WEST MAIN STREET • WHITE SULPHUR SPRINGS • WEST VIRGINIA 24986

September 8, 2017

West Virginia Department of Commerce
West Virginia Development Office
State Capitol
Building 6, Room 504
Charleston, WV 25305

RE: Greenbrier Tennis Stadium and Wedding Chapel
Tourism Development Expansion Project
Effective January 20, 2016

Please be advised that we choose to select the one-year deferral option in recapturing the tax credit authorized for the Tennis Stadium/Wedding Chapel Expansion Project.

Because of the June 23, 2016 flood and our extended slow recovery from that catastrophe we have been unable to generate adequate revenue which would allow for the necessary incremental WV sales tax to apply the credit against.

We may be able to use a small portion of this credit by the end of 2017, and possibly the full annual credit in 2018.

The Greenbrier appreciates your forbearance in administering this credit and can assure you that we will keep you updated on all future activity, the 2016 flood really hindered our ability to stay on top of many important issues in the business.

Sincerely,

James T. Miller
Vice President of Operations



WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard East • Charleston, WV 25305-0311
(304) 558-2234 • (800) 982-3386 • WVDO.org

February 5, 2015

Mr. James Justice
Chairman and CEO
Greenbrier Hotel Corporation
300 W. Main Street
White Sulphur Springs, WV 24986

Dear Mr. Justice:

The West Virginia Development Office ("WVDO") has completed its review of your tourism development project application and has determined that it satisfies the criteria set forth in W. Va. Code § 5B-2E-5(c). Accordingly, the WVDO hereby approves the Greenbrier Hotel Corporation's status as an "Approved Company" under the West Virginia Tourism Development Act (the "Act").

Based on the documentation provided in your application, the total approved costs for your project is \$27,038,282 and the maximum amount eligible for a credit against the West Virginia consumer sales and use tax is \$9,463,399 consistent with the requirements set forth in the Act. The WVDO will provide you with a draft agreement to govern your participation in this program on or before February 16, 2015.

In the meantime if you have any questions, please call Todd Hooker, Manager of Tourism Development, at 304- 558-2234.

Congratulations on your achievement.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Keith Sundette".

J. Keith Sundette
Executive Director

JKB/teh

ENCLOSURE

cc: Todd Hooker



WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard East • Charleston, WV 25305-0311
(304) 558-2234 • (800) 982-3386 • WVDO.org

January 20, 2016

Mr. James Justice
Chairman and CEO
Greenbrier Hotel Corporation
300 W. Main Street
White Sulphur Springs, West Virginia 24986

Re: Amendment of Approved Costs for Tennis Stadium and Wedding Chapel
Tourism Development Act Expansion Project Tax Credit Application

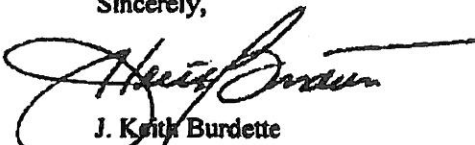
Dear Mr. Justice:

By letter dated August 31, 2015, the West Virginia Development Office ("WVDO") notified the Greenbrier Hotel Corporation of its status as an approved company under the West Virginia Tourism Development Act (the "Act") for the above-referenced tourism development expansion projects, and established a maximum credit available to your company under the program based on the estimated development costs described in the application. The WVDO is in receipt of a letter dated December 11, 2015, from Hess, Stewart & Campbell, PLLC, certifying the actual total costs expended to complete development of the expansion projects.

After reviewing the certified costs submitted by Hess, Stewart, & Campbell, the total approved project cost is hereby revised as \$15,793,954.00, and the maximum amount eligible for a credit against the West Virginia consumer sales and use tax is \$5,527,883.90, subject to the requirements set forth in the Act.

If you have any questions, please call Todd Hooker of my staff at (304) 558-2234.

Sincerely,



J. Keith Burdette
Executive Director

Kb/teh

ENCLOSURE

cc: Todd Hooker

Exhibit 3

TOURISM DEVELOPMENT EXPANSION PROJECT AGREEMENT

This Tourism Development Expansion Project Agreement (this "Agreement"), dated and effective April 20, 2015, is between the West Virginia Development Office, a division of the West Virginia Department of Commerce (the "WVDO"), and The Greenbrier Hotel Corporation, a West Virginia Corporation (the "Greenbrier") (sometimes, collectively, the "Parties").

RECITALS

- A. The West Virginia Tourism Development Act is designed to induce the creation of new, or the expansion of existing, tourism development projects in West Virginia, as more specifically set forth in W. Va. Code § 5B-2E-1, et. seq. (the "Act"); and
- B. The Greenbrier constructed a multi-use athletic and entertainment facility in White Sulphur Springs, West Virginia with its primary purpose being to expand existing tourism opportunities in West Virginia (the "Expansion Project"); and
- C. The Greenbrier submitted an application to the WVDO in accordance with the Act and incurred \$27,038,282.00 in applicable development costs which directly relate to constructing and completing the Expansion Project (the "Approved Costs"); and
- D. The WVDO is the state agency charged with approving tourism development project applications under the Act and granting project applicants the status of "Approved Company" on behalf of the state of West Virginia; and
- E. The Expansion Project satisfies the definition of a tourism development expansion project under the Act and falls within the purview of the Act; and
- F. The Greenbrier opened the Expansion Project to the public on July 1, 2014; and
- G. By letter dated February 5, 2015, the WVDO granted the Expansion Project final approval and extended to the Greenbrier the status of "Approved Company," a copy of said letter being attached hereto as Exhibit 1; and
- H. The Act provides that an approved company is allowed a credit against applicable West Virginia Consumer Sales and Service Tax up to a maximum amount of thirty-five percent of approved costs if the tourism development project site is located adjacent to recreational property owned or leased by the state of West Virginia or the federal government; and
- I. The Expansion Project is located adjacent to Greenbrier State Forest, a property which is owned and operated by the state of West Virginia; and

- J. The WVDO is authorized to enter into an agreement with an approved company with respect to its project under W. Va. Code § 5B-2E-6; and
- K. The Parties desire to enter into this Agreement to govern the duties and obligations of the Parties under the Act and during the term of this Agreement.

Now, therefore, in consideration of the mutual covenants and obligations contained herein, the investment to develop the Expansion Project, and the proceeds of the application fee, the Parties hereby agree as follows:

1. **Term.** This Agreement begins on April 20, 2015, and terminates on December 31, 2025, or until such time that the Greenbrier has exhausted its ability to seek a tax credit under the Act related to the Expansion Project.
2. **Approved Costs.**
 - a. The amount of Approved Costs for the Expansion Project shall not exceed Twenty-Seven Million Thirty-Eight Thousand Two Hundred Eighty-Two Dollars and no cents (\$27,038,282.00).
 - b. The maximum amount eligible for a tax credit against the West Virginia Consumer Sales and Use Tax shall not exceed Nine Million Four Hundred Sixty-Three Thousand Three Hundred Ninety-Nine dollars and no cents (\$9,463,399.00) (the "Eligible Tax Credit").
 - c. The methodology used to calculate and certify the amount of Approved Costs complies with the requirements set forth in the Act. A copy of an opinion letter from an independent certified public accountant certifying the actual costs of the Project is attached hereto as Exhibit 2.
3. **Completion Date and Opening.** The Greenbrier completed and caused the Expansion Project to be open to the public on July 1, 2014.
4. **Eligibility Criteria.**
 - a. **Short-Period Only.** Given that the Expansion Project was first open to the public on or about July 1, 2014, the short-period during which the Project was first open to the public occurred over an approximately five-month period during the calendar year ending December 31, 2014. That short period spanned the approximately five-month period beginning on or about July 1, 2014, and ending December 31, 2014. On or before April 30, 2015, the Greenbrier shall document and verify that:

- i. Twenty-five percent or more of visitors to the Expansion Project over the preceding short-period were from outside the state of West Virginia;
- ii. The Expansion Project was operating and open to the public for the prorated portion of 100 days (rounded to the nearest whole number) that is equal to the proportion that the number of days in the short-period bears to 365 days. For example, given a beginning date of July 1, 2014, 183 days would remain in calendar year 2015. The calculation would be:

$$\left(\frac{183 \text{ days in the short period}}{365 \text{ days in the year}} \right) \times 100 \text{ days} = 50 \text{ days (rounded)}$$

and

- iii. No outstanding obligations are due or owing under West Virginia state tax and revenue laws for the calendar year ending on December 31, 2014 or for any taxable period closing on or before December 31, 2014.
- b. **Calendar Years Subsequent to the Short-Period.** Given that the Expansion Project was first open to the public on or about July 1, 2014, the first full calendar year subsequent to the Project having been open to the public will be the year beginning January 1, 2015. On or before April 15, 2016, and on or before each April 15 thereafter, the Greenbrier shall document and verify that:
- i. Twenty-five percent or more of visitors to the Expansion Project over the preceding calendar year were from outside the state of West Virginia;
 - ii. The Expansion Project was operating and open to the public for at least 100 days over the preceding calendar year; and
 - iii. No outstanding obligations are due or owing under West Virginia state tax and revenue laws for the preceding calendar year or for any taxable period closing on or before the end of the preceding calendar year.
5. **Annual Report.** For periods in which this Agreement remains in effect, within forty-five calendar days after the end of each calendar year, beginning with the year ending December 31, 2015, the Greenbrier shall supply the WVDO with a written report certifying its compliance with the Eligibility Criteria set forth in paragraph 4(a) or 4(b) of this Agreement, as applicable. The WVDO will review and approve the contents of the Annual Report to certify to the West Virginia State Tax Commissioner that the Greenbrier is operating in compliance with the Act.
6. **Recapture.** For periods in which this Agreement remains in effect, if the Greenbrier fails to satisfy any of the Eligibility Criteria described in paragraph 4(a) or 4(b) of this

Agreement, as applicable, in the short-period or in any calendar year, as applicable, the Greenbrier shall forfeit the allowable tourism development expansion tax credit with respect to such short period or such calendar year and pay the applicable recapture tax required under the Act.

7. **Transferability of Credit.** The Greenbrier may transfer the Eligible Tax Credit to an eligible successor company subject to the written consent of the WVDO, which consent shall not be unreasonably withheld. An eligible successor company is any company that continues to operate the Expansion Project in a manner satisfactory to the WVDO and meets the Eligibility Requirements set forth in paragraph 4(a) and 4(b) of this Agreement, as applicable.
8. **Notices.** Each party giving or making any notice, request, demand, or other communication (for each, a "Notice") under this Agreement, shall give the Notice in writing and deliver that Notice via registered mail or email. Such notice shall be effective upon receipt.
 - a. **To the WVDO:**

Attn: Todd Hooker
State Capitol
Building 6, Room 504
Charleston, WV 25305
 - b. **To the Greenbrier:**

Attn: James Terry Miller, CFO and Treasurer
The Greenbrier Hotel Corporation
300 West Main St.
White Sulphur Springs, WV 24986
9. **Further Assurances.** The Greenbrier shall furnish the WVDO such further information or assurances, execute and deliver such additional documentation, agreements, or instruments, and take such other actions and do such other things, as may be reasonably necessary in the opinion of Counsel to the WVDO, to satisfy the provisions of the Act and this Agreement.
10. **Applicable Law.** This Agreement shall be construed and the rights of the Parties governed by the laws of the State of West Virginia.
11. **Amendments.** This Agreement may be amended only by a written document signed by each of the Parties, and only upon 30 days prior notice.

THE GREENBRIER HOTEL CORPORATION

By: 

James Terry Miller

Its: CFO and Treasurer

WEST VIRGINIA DEVELOPMENT OFFICE

By: 

J. Keith Bardette

Its: Executive Director



WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard East • Charleston, WV 25305-0311
(304) 558-2234 • (800) 982-3386 • WVDO.org

January 12, 2017

Mr. James Terry Miller
CFO and Treasurer
The Greenbrier Hotel Corporation
300 West Main Street
White Sulphur Springs, WV 24986

Dear Mr. Miller:

The West Virginia Development Office requires certain information annually so that it can certify to the Tax Commissioner that the approved company is in compliance with the law.

The foundation for this requirement can be found in WV Code 5B-2E-8(c). The specific information is as follows:

1. The need for approved companies to provide evidence annually that a minimum of 25 percent of annual attendance is attracted from outside the state. (WV Code 5B-2E-8(a)(1).
2. The need for approved companies to provide evidence annually that the project was open to the public for at least 100 days. (WV Code 5B-2E-8(a)(2).
3. Certificates of Good Standing. (WV Code 5B-2E-8(a)(3).

When providing the certificates discussed above; the approved company must also provide the West Virginia Development Office with Certificates of Good Standing in regards to workers compensation, employment programs, and state tax and revenue laws. It should be noted that these Certificates of Good Standing are to be effective at the beginning of Calendar Year 2016.

Should you have any questions, please do not hesitate to contact me at (304) 558-2234.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd E. Hooker".

Todd E. Hooker
Deputy Director
Business and Industrial Development

TEH/sjl



WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard East • Charleston, WV 25305-0311
(304) 558-2234 • (800) 982-3386 • WVDO.org

August 31, 2015

Mr. James Justice
Chairman and CEO
Greenbrier Hotel Corporation
300 W. Main Street
White Sulphur Springs, WV 24986

Re: Approved Company Status for Tennis Stadium and Wedding Chapel
Tourism Development Act Expansion Project Tax Credit Application

Dear Mr. Justice:

The West Virginia Development Office (WVDO) has completed its review of the above-referenced tourism development expansion project application and has determined that it satisfies the criteria set forth in W. Va. Code § 5B-2E-5(c). Accordingly, the WVDO hereby approves the Greenbrier Hotel Corporation's status as an "Approved Company" under the West Virginia Tourism Development Act (the "Act") for this expansion project.

Based on the estimated development costs described in your application, the total approved project cost is \$11,505,000.00, and the maximum amount eligible for a credit against the West Virginia consumer sales and use tax would be \$4,026,750.00, subject to the requirements set forth in the Act. Please provide this office with a certification of the actual costs incurred to construct and open the expansion projects to the public as soon as possible so that the WVDO can prepare an agreement to govern your participation in the tourism development program.

In the meantime, if you have any questions, please call Todd Hooker, of my staff, at (304) 558-2234.

Congratulations on your achievement.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Keith Bordette".

J. Keith Bordette
Executive Director

Kb/teh

cc: Todd Hooker

**TENNIS STADIUM AND WEDDING CHAPEL TOURISM DEVELOPMENT
EXPANSION PROJECT AGREEMENT**

This Tennis Stadium and Wedding Chapel Tourism Development Expansion Project Agreement (this "Agreement"), dated and effective January 20, 2016, is between the West Virginia Development Office, a division of the West Virginia Department of Commerce (the "WVDO"), and The Greenbrier Hotel Corporation, a West Virginia Corporation (the "Greenbrier") (sometimes, collectively, the "Parties").

RECITALS

- A. The West Virginia Tourism Development Act is designed to induce the creation of new, or the expansion of existing, tourism development projects in West Virginia, as more specifically set forth in W. Va. Code § 5B-2E-1, et. seq. (the "Act"); and
- B. The Act provides that an approved company is allowed a credit against applicable West Virginia Consumer Sales and Service Tax up to a maximum amount of thirty-five percent of approved costs if the tourism development project site is located adjacent to recreational property owned or leased by the state of West Virginia or the federal government; and
- C. The Greenbrier constructed a multi-use tennis stadium and wedding chapel at the Greenbrier Resort in White Sulphur Springs, West Virginia with its primary purpose being to expand existing tourism opportunities in West Virginia (the "Expansion Projects"); and
- D. The Greenbrier submitted an application to the WVDO in accordance with the Act and estimated that it would incur certain development costs which directly relate to constructing and completing the Expansion Projects; and
- E. The WVDO is the state agency charged with approving tourism development expansion project applications under the Act and granting project applicants the status of "Approved Company" on behalf of the state of West Virginia; and
- F. The Expansion Projects satisfy the definition of a tourism development expansion project under the Act and fall within the purview of the Act; and
- G. The Greenbrier opened the first component of the Expansion Project, the multi-use tennis stadium, to the public on or about June 20, 2015; and the second component of the Expansion Project, the wedding chapel on or about September 11, 2015; and
- H. By letter dated August 28, 2015, the WVDO granted the Expansion Projects final approval and extended to the Greenbrier the status of "Approved Company," a copy of said letter being attached hereto as Exhibit 1; and

- I. By letter dated December 11, 2015, the certified public accounting firm Hess, Stewart, & Campbell, PLLC, certified the actual total costs expended by the Greenbrier to complete the Expansion Projects, a copy of said letter being attached hereto as Exhibit 2; and
- J. By letter dated January 20, 2016, the WVDO notified the Greenbrier of the maximum amount of credit eligible to the Greenbrier based upon the approved costs certified by Hess, Stewart, & Campbell, PLLC, a copy of said letter being attached hereto as Exhibit 3; and
- K. The Expansion Project is located adjacent to Greenbrier State Forest, a property which is owned and operated by the state of West Virginia; and
- L. The WVDO is authorized to enter into an agreement with an approved company with respect to its project under W. Va. Code § 5B-2E-6; and
- M. The Parties desire to enter into this Agreement to govern the duties and obligations of the Parties under the Act and during the term of this Agreement.

Now, therefore, in consideration of the mutual covenants and obligations contained herein, the investment to develop the Expansion Project, and the proceeds of the application fee, the Parties hereby agree as follows:

1. **Term.** This Agreement begins on January 20, 2016, and terminates on December 31, 2025, or until such time that the Greenbrier has exhausted its ability to seek a tax credit under the Act related to the Expansion Projects. For purposes of this Agreement the base year for purposes of determining the "base tax revenue amount" under the Act shall be the twelve month period ending on September 1, 2015.
2. **Approved Costs.**
 - a. The amount of Approved Costs for the Expansion Project shall not exceed Fifteen Million Seven Hundred Ninety-Three Thousand Nine Hundred Fifty Four Dollars and no cents (\$15,793,954.00);
 - b. The maximum amount eligible for a tax credit against the West Virginia Consumer Sales and Use Tax shall not exceed Five Million Five Hundred Twenty-Seven Eight Hundred Eighty Three Dollars and Ninety Cents (\$5,527,883.90) (the "Eligible Tax Credit"); and
 - c. The methodology used to calculate and certify the amount of Approved Costs shall comply with the requirements set forth in the Act.
3. **Completion Date and Opening.** The Greenbrier completed and caused the Tennis Stadium to be open to the public on or about June 20, 2015, and the Wedding Chapel to be open to the public on or about September 11, 2015. For purposes of this Agreement, the

completion date for the Expansion Projects shall be September 11, 2015 (the "Completion Date").

4. Eligibility Criteria.

- a. **Short-Period Only.** Given that the Expansion Project was fully completed and open to the public on or about September 11, 2015, the short-period during which the Project was first open to the public occurred over an approximately three and two-thirds month period during the calendar year ending December 31, 2015. That short period spanned the approximately three and two-thirds month period beginning on or about September 11, 2014, and ending December 31, 2015. On or before April 30, 2016, the Greenbrier shall document and verify that:

- i. Twenty-five percent or more of visitors to the Expansion Project over the preceding short-period were from outside the state of West Virginia;
- ii. The Expansion Project was operating and open to the public for the prorated portion of 100 days (rounded to the nearest whole number) that is equal to the proportion that the number of days in the short-period bears to 365 days. For example, given a beginning date of September 11, 2015, 111 days would remain in calendar year 2015. The calculation would be:

$$\left(\frac{111 \text{ days in the short period}}{365 \text{ days in the year}} \right) \times 100 \text{ days} = 30 \text{ days (rounded)}$$

and

- iii. No outstanding obligations are due or owing under West Virginia state tax and revenue laws for the calendar year ending on December 31, 2015 or for any taxable period closing on or before December 31, 2015.
- b. **Calendar Years Subsequent to the Short-Period.** Given that the Expansion Project was fully completed and open to the public on or about September 11, 2015, the first full calendar year subsequent to the Project having been open to the public will be the year beginning January 1, 2016. On or before April 15, 2017, and on or before each April 15 thereafter, the Greenbrier shall document and verify that:
- i. Twenty-five percent or more of visitors to the Expansion Project over the preceding calendar year were from outside the state of West Virginia;
 - ii. The Expansion Project was operating and open to the public for at least 100 days over the preceding calendar year; and

- iii. No outstanding obligations are due or owing under West Virginia state tax and revenue laws for the preceding calendar year or for any taxable period closing on or before the end of the preceding calendar year.
- 5. **Annual Report.** For periods in which this Agreement remains in effect, within forty-five calendar days after the end of each calendar year, beginning with the year ending December 31, 2016, the Greenbrier shall supply the WVDO with a written report certifying its compliance with the Eligibility Criteria set forth in paragraph 4(a) or 4(b) of this Agreement, as applicable. The WVDO will review and approve the contents of the Annual Report to certify to the West Virginia State Tax Commissioner that the Greenbrier is operating in compliance with the Act.
- 6. **Recapture.** For periods in which this Agreement remains in effect, if the Greenbrier fails to satisfy any of the Eligibility Criteria described in paragraph 4(a) or 4(b) of this Agreement, as applicable, in the short-period or in any calendar year, as applicable, the Greenbrier shall forfeit the allowable tourism development expansion tax credit with respect to such short period or such calendar year and pay the applicable recapture tax required under the Act.
- 7. **Transferability of Credit.** The Greenbrier may transfer the Eligible Tax Credit to an eligible successor company subject to the written consent of the WVDO, which consent shall not be unreasonably withheld. An eligible successor company is any company that continues to operate the Expansion Project in a manner satisfactory to the WVDO and meets the Eligibility Requirements set forth in paragraph 4(a) and 4(b) of this Agreement, as applicable.
- 8. **Notices.** Each party giving or making any notice, request, demand, or other communication (for each, a "Notice") under this Agreement, shall give the Notice in writing and deliver that Notice via registered mail or email. Such notice shall be effective upon receipt.
 - a. **To the WVDO:**

Attn: Todd Hooker
State Capitol
Building 6, Room 504
Charleston, WV 25305
 - b. **To the Greenbrier:**

Attn: James Terry Miller, CFO and Treasurer
The Greenbrier Hotel Corporation
300 West Main St.
White Sulphur Springs, WV 24986

9. **Further Assurances.** The Greenbrier shall furnish the WVDO such further information or assurances, execute and deliver such additional documentation, agreements, or instruments, and take such other actions and do such other things, as may be reasonably necessary in the opinion of Counsel to the WVDO, to satisfy the provisions of the Act and this Agreement.
10. **Applicable Law.** This Agreement shall be construed and the rights of the Parties governed by the laws of the State of West Virginia.
11. **Amendments.** This Agreement may be amended only by a written document signed by each of the Parties, and only upon 30 days prior notice.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

THE GREENBRIER HOTEL CORPORATION

By: 
James Terry Miller

Its: CFO and Treasurer

WEST VIRGINIA DEVELOPMENT OFFICE

By: 
J. Keith Burdette

Its: Executive Director

REPORT ID: WVFA70U0
PAGE 1

STATE OF WEST VIRGINIA
FINANCIAL INFORMATION MANAGEMENT SYSTEM
OFFICE OF THE STATE AUDITOR

06/06/14
10:23:01

BASKET ESSENTIAL

INVOICE COVER SHEET

AUDITOR ENTRY ID: I 9 15742619
WVFIMS DOCUMENT ID: I 15742619

STATE ORGANIZATION: 0304
STATE ORGANIZATION NAME: TOURISM DIVISION WV DEVELOPMENT OFFICE
ORGANIZATION CONTACT: LOARIE BUTCHER
ORGANIZATION ADDRESS: 90 MACCORKLE AVE SW

SO CHARLESTON WV 25303-0000
ORGANIZATION: 0304
ORGANIZATION NAME: TOURISM DIVISION WV DEVELOPMENT OFFICE

DATE PREPARED: 06/06/14
DOCUMENT AMOUNT: 500,000.00
VENDOR INVOICE NUMBER: OLDWHITEC060514
AGENCY COMMITMENT:
AGENCY DOCUMENT:

SPECIAL AUTHORIZATION: 4
OPEN END CONTRACT NUMBER:
DUE DATE: 06/06/14
SPECIAL HANDLING: Y
VENDOR NUMBER: 558412
VENDOR NAME: OLD WHITE CHARITIES INC
VENDOR ADDRESS: 300 W MAIN ST

WHITE SULPHUR SPRING WV 24986-

CONTACT PERSON/PHONE: DENISE ALLEN 304-957-9354 EXT:
CASH ADVANCE: N BEGIN TRAVEL: / / END TRAVEL: / /

COMMENTS: SPONSORSHIP GREENBRIER CLASSIC
6/30/14-7/6/14

ELECTRONICALLY AUTHORIZED BY: LOARIE BUTCHER
DIRECTOR OF ADMIN

DATE: 2014-06-06

APPROVED BY AUDITOR: _____ DATE: _____

FUND	FY	ORG	ACT	OBJ	GRANT	AMOUNT
3067	2014	0304	618	035		500,000.00
TOTAL INVOICE AMOUNT						500,000.00

myApps

Home | myApps |

denise.a.allen@wv.gov | Sign Out

Invoice Details - I015742619

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Document ID: 9 - I015742619

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Document ID: 9 - I015742619

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FIMS Status: UAP 06/06/14

Warrant: 0

State Org Num: 0304

State Org Name TOURISM DIVISION WV DEVELOPMENT OFFICE

Document Amount: \$500,000.00

Vendor Invoice Number: OLDWHITEC060514

Vendor Number: 0000558412

Vendor Name: OLD WHITE CHARITIES INC

Vendor Address: 300 W MAIN ST WHITE SULPHUR SPRING WV 24986

Contact Person: LOARIE BUTCHER

Contact Number: (304) 957-9314 Ext. 314

Receiving Report ID:

Original Due Date: 06/06/14

WVFIMS P DOC/OPEN End/SWC:

[View Annotations](#)

Comment 1: SPONSORSHIP GREENBRIER CLASSIC

Comment 2: 6/30/14-7/6/14

Comment 3:

Electronically Authorized By: LOARIE BUTCHER DIRECTOR OF ADMIN

Electronically Authorized On: 06/06/2014

Fund	FY	Org	Act	OBSR	Amount
3067	2014	0304	618	035	\$ 500,000.00

If you need assistance, please contact our **HelpDesk** at 304.340.4850 or 304.340.4854
Our Helpdesk is available Monday - Friday from 8:00am to 4:00pm.

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RECEIVED

JUN 05 2014

**DIVISION OF TOURISM
ADMINISTRATION**

The 2014 Greenbrier Classic / Presenting Partner
June 30-July 6, 2014

Due June 2014

\$500,000.00

TOTAL DUE

\$500,000.00

Please make check payable to Old White Charities, Inc.
Please return one copy of invoice with remittance.

Habibi Said, National Director of Sales & Operation
The Greenbrier Classic
300 West Main Street
White Sulphur Springs, West Virginia 24986

THANK YOU.

State of West Virginia
Purchasing Division**AGREEMENT**Purchase Order # TOR4722WVFIMS Account # 3067-2014-7511-618-576

TEAM Vendor # _____

WVFIMS Vendor # 0000558412

I, Old White Charities, Inc, agree to perform the following services
 for WV Division of Tourism at 90 MacCorkle Ave, SW, South Chas
(Agency) (Name and address) (Location)

Fulfillment of sponsorship and hospitality services rendered.
(Detailed description of services to be performed)

Date(s) of Service: from July 1, 2014 to October 31, 2014

The rate of pay shall be \$500,000.00 per N/A not to exceed
 \$ N/A for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- ☒ I am not currently a full-time employee of the State of West Virginia;
☐ I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____. The vendor serves as _____ with the title of _____, certified by _____
(Position) (Supervisor's Signature)

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TCA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:Agency Division of Tourism

Commissioner

(Authorized Signature of Agency)6/5/14
(Date)

Vendor

Old White Charities, Inc.
by: [Signature]
(Vendor's Signature)27-1369963
(Social Security or FEIN)6-5-2014
(Date)



West Virginia State Auditor's Office
Request for Special Processing

Request for:

☐ *Manual Warrant (check received same day)
☒ *Walk through (check received next business day)
☒ Marked for Special Handling in WVFIMS

WVFIMS ID:

i15742619

Reason for request:

Vendor Requested pick up

*I understand a fee of \$5 per transaction will be charged to the State agency making the request and wish to have the transactions identified on this request processed in the manner indicated above.

WV Division of Tourism

State Agency Name

Loann H. Butcher

Signature of Agency Representative

0304

State Org ID

6.6.14

Date